REMARKS

The Office Action has been received and carefully considered. The Office Action rejects claims 1-8, 10 and 12-17 under 35 U.S.C. § 102(e) as allegedly being anticipated by U.S. Published Application No. 2002/0121385 to Wasik *et al.* ("Wasik"), rejects claim 11 under 35 U.S.C. § 103(a) as allegedly being obvious over Wasik, and rejects claim 9 under 35 U.S.C. § 103(a) as allegedly being obvious over Wasik in view of U.S. Published Application No. 2004/0176024 to Hsu *et al.* ("Hsu"). Applicants respectfully traverse the rejections as follows.

I. Wasik Does Not Execute Any Application In A Token

Claim 1 recites a "token comprising a processor configured to execute an application." Claim 18 recites "a processor configured to execute an application." The present invention, as claimed, uses a secure token that includes a processor. Moreover, the token's processor *executes an application inside the token.* Wasik fails to disclose this feature.

Wasik's PCMCIA card, which the Office Action interprets as the claimed "token," does not execute anything at all. There is absolutely no disclosure anywhere in Wasik that the PCMCIA card executes anything.

Indeed, Wasik's PCMCIA card does not even include a processor. At most, Wasik's PCMCIA card includes "memory." *See* Wasik, paragraph 46. However, a memory is *not* a processor. Processors and memory are entirely different hardware. There is absolutely no disclosure in Wasik that its PCMCIA includes a processor. Of course, without a processor, it is impossible for Wasik's PCMCIA card to execute an application, as claimed.

That Wasik's PCMCIA card fails to include a processor is not surprising. Indeed, Wasik discloses that a variety of media can perform the same task as the PCMCIA card. Specifically, Wasik recites that a CDROM or diskette can perform *the same task* as the PCMCIA card. *See* Wasik, paragraph 46. CDROMs and diskettes obviously do not contain processors. Because Wasik's PCMCIA card performs the same functions as Wasik's CDROM and diskette, there is no need for Wasik's PCMCIA card to even contain a processor.

Under 35 U.S.C. § 102, anticipation requires that a prior art reference disclose each and every element of the claimed invention. *In re* Sun, 31 USPQ2d 1451, 1453 (Fed. Cir. 1993) (unpublished). MPEP § 2131 reinforces this principle: "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Because Wasik fails to disclose a "token comprising a processor configured to execute an application," Wasik cannot be relied upon in rejecting the claims, as amended.

II. Wasik's "Script" Is Not The Claimed "Application"

Claim 1 recites a "token comprising a processor configured to execute an application, said application configured to determine if said network access parameter has been met or exceeded." Claim 18 recites a "physical token comprising ... a processor configured to execute an application, said application configured to determine if said access parameter has been met or exceeded." Thus, the claims requires (1) an application executing in a token that (2) monitors network parameters. Wasik's script fails to include these features.

Wasik's script does *not* execute in any token. As discussed alcove, however, Wasik does not execute anything in its PCMCIA card. Accordingly, Wasik's script does not meet the claim language that requires a "token comprising a processor configured to execute an application."

In some embodiments, Wasik's script is not even executable. Wasik states that its script "may be a Word™ document." Wasik, paragraph 60. Of course, Word documents are not executable under any reasonable interpretation of the word "executable."

Wasik's script does *not* monitor a network parameter. Wasik's paragraph 45 recites several things that its script does. However, Wasik's disclosure fails to state that the script monitors anything. At most, Wasik's script "executes to automatically install the drivers for wireless station adapter 50." *See* Wasik, paragraph 49.

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III. At Most, Wasik Discloses Monitoring At A Central Location, Not In A Device Token As Claimed

Claim 1 recites a "token" that executes an application, where the application is "configured to determine if said network access parameter has been met or exceeded." Claim 18 recites a "physical token comprising ... a processor configured to execute an application, said application configured to determine if said access parameter has been met or exceeded." Thus, the present invention, as claimed, includes a ***token that monitors network parameters*** and grants access accordingly. Wasik fails to disclose or even suggest this feature.

Wasik's invention monitors network access at a central location, not at device tokens as claimed. In particular, Wasik discloses monitoring network access at a central "rental control station." *See* Wasik, paragraph 38 ("The rental control station ... monitors individual access time."); paragraph 55 ("[T]he rental station controls the ESSIDs ... Any change of ESSIDs or crypto keys would be recorded on the network access database."); paragraph 56 ("System security is also enhanced using the rental control station 35 to monitor each of the plural network station adapters..."). Thus, Wasik's invention decides whether to grant network access ***at a central rental control station*** rather than at a secure token.

Wasik's central monitoring is completely different from the present invention, as claimed. Indeed, the present invention is directed to overcoming the problems associated with central monitoring. This is explained in the specification of the present invention:

> One advantage of the invention is that it provides at each computing client device a tamper-resistant physical token that holds credentials such as authentication,

> billing, and usage parameters for multiple networks, thereby providing usage enforcement at the client and roaming capabilities ***without having to contact a central server or manually change network configurations at the client device***.

Specification, paragraph 15 (emphasis added). Advantages of the present invention, as claimed, over systems such as Wasik's that monitor at a central location, include the ability to better control plan changes (see Specification, paragraph 8) and the ability to reduce network traffic (see Specification, paragraphs 52 and 53). Applicants note that monitoring ***at the device tokens*** is explicitly claimed. Moreover, this claimed feature improves upon prior art systems, such as Wasik's, that monitor at a central location. Accordingly, Wasik fails to anticipate or render obvious the claims, as amended.

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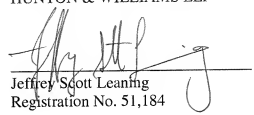
IV. Conclusion

In view of the foregoing, it is respectfully submitted that the present application is in condition for allowance, and an early indication of the same is courteously solicited. The Examiner is respectfully requested to contact the undersigned by telephone at the below listed telephone number, in order to expedite resolution of any issues and to expedite passage of the present application to issue, if any comments, questions, or suggestions arise in connection with the present application.

This reply is submitted together with a request for a one-month extension of time. In the event that a variant exists between the amount tendered and that determined by the U.S. Patent and Trademark Office to enter this Reply or to maintain the present application pending, please charge or credit such variance to the undersigned's Deposit Account No. 50-0206.

Respectfully submitted,
HUNTON & WILLIAMS LLP

Dated: July 16, 2007

By: 
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